

Terms and Conditions

By accessing or using the Website ("Website"), you signify that you have read, understood and agree to be bound by these Terms and Conditions ("T&C") and any other applicable law, whether or not you are a registered member of the Website. As used herein, "Users" shall mean anyone who uses or accesses the Website on any computer, mobile phone, tablet, console or other web-enabled device (collectively, "Device"). Your continued use of the Website shall be constituted as your acceptance to the T&C as revised/updated from time to time. If you do not agree with these T&C, please do not use or access this Website. For the purposes of these T&C, "we", "our" and "us" shall mean Tata Capital Limited ("Company") and /or its subsidiary/affiliate companies, and/or third-party service providers engaged by the Company to render certain services on the Website and "you" and "your" shall mean a User who meets the eligibility criteria set out below.

1. Terms and conditions subject to change

- 1.1. We reserve the right to change, alter, edit or remove the information provided on or via the Website, including these T&C, at any time without notice. It is recommended that you review the information provided on or via the Website, including the terms herein, periodically for any changes. We shall not be held responsible for all or any actions that may subsequently result in any loss, damage and/or liability on account of such change in this Website. Your access and use of this Website following any such change constitutes your agreement to follow and be bound by these T&C, as updated or modified. Though we shall endeavour to ensure that information contained on the Website is obtained from sources which, we feel, are reliable, we do not warrant such information's completeness or accuracy.

2. Eligibility

- 2.1. You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these T&C. You shall not access and use this Website if you are not competent to contract under the applicable laws, rules and regulations.
- 2.2. If you represent a company, partnership firm, limited liability partnership or sole proprietorship, you shall be eligible to access this Website and avail of the features and facilities on its behalf only if you have been duly authorized by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity.
- 2.3. **Submitting a story for Shubharambh Loan does not make you or your nominee eligible for a loan, it is only a qualification criteria. Eligibility of all Shubharambh Loan applicants will be assessed independently by Tata Capital Financial Services Limited (TCFSL) or Tata Capital Housing Finance Limited (TCHFL) (as the case maybe) basis their internal norms. The offer can be modified or withdrawn by TCFSL or TCHFL at its sole discretion.**

3. Intellectual Property Policy

- 3.1. All rights relating to this Website as well as its functionalities are the exclusive property of Tata Capital Limited (TCL) and/or its subsidiaries and/or Tata Sons Limited (particularly including but not limited to copyrights, trademarks, source code, patents as well as any other intellectual property right). All the information provided on or via this website (including all texts, graphics, design or logos) shall be the intellectual

property of TCL and or its subsidiaries/ affiliates. You agree not to copy, forward, download or share content without obtaining the necessary rights or permissions to do so. You also agree not to abuse the use of this website

- 3.2. The content on this Website should not be regarded as an offer, solicitation, invitation, advice or recommendation to avail any instrument or financial products / schemes of the Company, or any of its affiliates.
- 3.3. Products and services are available only at the discretion of Company, subject to the individual contractual terms and conditions of products and services on which they are offered and such products and services may be withdrawn or amended at any time without notice. The full range of products or services may not be available in all locations.
- 3.4. All rates, charges and fees quoted / stated for various financial products and schemes and interest rates cited as examples of rates which may be in effect from time to time are indicative rates only and are subject to change at any time at the sole discretion of the Company and its affiliates as the case may be, and applicable Indian laws. These charges, fees and rates may change depending upon the assessment made by the Company in individual cases upon receiving necessary information and documents.
- 3.5. You may access the Website, avail of the features and facilities and utilize the Website Content for your personal or internal requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Website Content, features or facilities, directly or indirectly, without our prior written permission. If you would like to request permission to commercially exploit any particular Website Content, you could contact us in the manner provided for herein.
- 3.6. We and/or our licensors, if any, are the sole owners of the underlying software and source code associated with the Website and all the trademarks, copyright and any other intellectual property rights of any nature in the Website.

4. User Account, Passcode & Security

- 4.1. You have an option to set a security passcode on the Website once you are approved for a credit limit. You are responsible for maintaining the confidentiality of the passcode and account, and are fully responsible for all activities that occur under your passcode or account. You agree to: (a) immediately notify us of any unauthorized use of your passcode or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.
- 4.2. You hereby agree to undertake the process detailed herein in order to complete de-registration from the Website. If and when you are desirous of having your name and other details removed from the records of the Website, you may make a written request to that effect to the Company which shall then process the request further. Deletion and/or termination of your account shall not relieve you of obligations or liabilities incurred prior thereto.

5. Use of Website

- 5.1. Through the Website, the Company offers various financial products and services.
- 5.2. The Website provides the facility of granting loans to its visitors, subject to verification and the standard loan application process ("Loan").
- 5.3. Your usage of the Website will necessitate you to provide to us certain personal and financial information, which shall be collected and maintained as per the terms laid down in our Privacy Policy. We shall not mediate or attempt to get involved in and resolve any disputes or disagreements *inter se* between you and third party/ies.

6. Customer Communications

6.1. Accepting these T&C, implies your express consent that you agree that TCL or its subsidiaries/ affiliates or their employees or agents may share all information and details as provided by you in relation to your existing loans and/ or repayment history to any third party including but not limited to its group companies, service providers, banks, financial institutions, credit bureaus, telecommunication companies, statutory bodies etc. for customer verification, personalisation of products and services, credit rating, data enrichment, marketing or promotion of the products or services of TCL or their subsidiaries/ affiliates or of any other service provider. You agree that you consent to receiving any other information through telephone/ e-mail/ SMS/WhatsApp for marketing purposes from any TCL/its subsidiaries or other service provider even though your name appears in the National Customer Preference Registry (Do Not Disturb Registry). You expressly agree that any such calls/SMS/e-mails/WhatsApp messages will not cause any inconvenience to you or your family members. You expressly and irrevocably consent that for any claim against the service providers, TCL or its subsidiaries/affiliates shall not be liable and your claim on this account shall be against the service providers and/or tele-callers. You agree to the use of WhatsApp or other applications for communication or sharing of information or documents or for sending notices, agree to abide by the terms and conditions of such applications and agree to the risks associated with such applications or sharing of information or issuance of notices through them. You certify, warrant and represent that the telephone numbers and/or email addresses and any other information that you have provided to us are your own and not someone else's and are true, accurate, current and complete. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and emails at each of the email addresses you have provided us. You agree to notify us whenever you stop using a particular telephone number(s) and/or email address (es).

7. User Guidelines

- 7.1. In consideration of the rights granted to you hereunder, you hereby agree not to use the Website for any purpose that is unlawful under any applicable laws and/or in violation of the terms of these T&C and our Privacy Policy. You shall not use the Website in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any server of the Company, or interfere with any other party's use and enjoyment of the Website. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks connected to any server of the Website, in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the Website.
- 7.2. The Website is made available to you for your own personal and non-commercial use alone. You shall not allow third parties to: (i) make and/or distribute copies of the Website or any deliverable generated by the Website; (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the Website; and/or (iii) create derivative works of the Website.
- 7.3. You accept that any and all operations emanating from your Device shall be assumed to have been initiated by you.
- 7.4. You shall not copy, reproduce, distribute, or create derivative works of our content that is available on the Website. Also, you shall not reverse engineer or reverse compile our technology that is available on the Website.
- 7.5. You shall request the Company, to block the Account and change the passcode immediately for the Account, if your Device has been lost or stolen.

- 7.6. You are responsible for any and all activities that occur in your Account. You agree to notify the Company immediately of any unauthorized use of the Account or any other breach of security. The Company shall not be liable for any loss to you or your organization owing to negligent actions or a failure on your part to inform the Company, within a reasonable time, about loss or theft of your Device and/or any unauthorized access in your Account, either with or without your knowledge.
- 7.7. You shall be liable for losses incurred by the Company or any other party due to a third party's use of the Account. You shall not use any other person's account at any time, without the permission of the account holder and the Company.
- 7.8. The Company shall make all reasonable efforts to ensure that your information is kept confidential. However, the Company shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.
- 7.9. You shall ensure that while using the functions and features, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied with by You and the Company shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.
- 7.10. You understand and acknowledge that upon using the Website, you authorize us to access third party sites designated by you, on your behalf, to retrieve such information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited powers and hereby authorize us with the full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with services and facilities available on the Website, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACESSE AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that such third parties shall be entitled to rely on the foregoing authorization, agency granted by you.

8. Indemnification

- 8.1. You agree to protect, defend and indemnify TCL and/ or its subsidiaries/affiliates and hold their representatives harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the Website, violation of these T&C or of applicable law, and/or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

9. Users' Covenants

- 9.1. You authorize the Company to undertake verification procedures to confirm your personal identity, your bank account, your social status and any other information that you provide to the Company through the application. You also accept that the Company may provide your information to a third party to conduct information and identity verification and you hereby authorize the Company to request and obtain data from a third party to verify any information provided in the application.
- 9.2. You agree that you will not, in connection with your loan application-
 - (a) make any false, misleading or deceptive statements or omissions of material fact in the listing;
 - (b) misrepresent identity, or describe, present or portray yourself as a person other than your own self;

- (c) give to or receive from, or offer or agree to give to or receive from any person any fee, bonus, additional interest, kickback or thing of value of any kind; or
- (d) represent yourself to any person, as a representative, employee, or agent of the Company, or purport to speak to any person on behalf of the Company.

10. Warranties

- 10.1. The Website and the functions and features therein are provided on an "as is" and on an "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 10.2. The Company shall make reasonable efforts to make available the Website and the functions and features at all times. However we make no warranty that the Website shall meet your requirements, be uninterrupted, timely, secure, and/or error free. Further, we do not make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the output derived therefrom.
- 10.3. The Company shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond the control of the Company, including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.
- 10.4. Any material downloaded or otherwise obtained through the Website is done at your own discretion and risk and you are solely responsible for any damage to your Device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the service will create any warranty not expressly stated in these T&C.

11. Limitation of Liability

- 11.1. In no event shall we be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the access, use or performance of this Website's functions and features or those of any linked site or for interruptions, delay, inability to use, etc. howsoever arising or for defect, error, omission, interruption, imperfection, fault, mistake or inaccuracy with the Website, its content or associated services, even if we were advised of the possibility of damages resulting from the cost of getting substitute facilities on the Website, any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website, unauthorized access to or alteration of your transmissions or data statements or conduct of anyone on the Website, or inability to use the Website, the provision of or failure to provide the functions and features, whether based on contract, tort, negligence, strict liability or otherwise. This clause shall survive in perpetuity.

12. Maximum Effect

- 12.1. The laws of certain jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in these T&C. Under such circumstances, the Company and its affiliates' (and their respective employees, shareholders, directors, agents and representatives) liability shall be limited to the greatest extent permitted by law.
- 12.2. The Company may terminate the use of the Website at any time after giving notice of the termination to you.

- 12.3. The Company has the right to terminate your registration immediately and without notice upon the Company's reasonable determination that you have committed a fraud or made a material misrepresentation in connection with a Loan, or performed any prohibited activity, or otherwise failed to abide by the T&C herein or the Privacy Policy.
- 12.4. Upon termination, the rights and license granted to you herein shall terminate and you must cease all use of the Website.

13. Notices

- 13.1. You hereby agree, permit and consent with the Company to uploading of details and documents on the Website or providing the same through internet / email to the email address provided by you at the time of account opening or subsequently modified by way of a written communication. For the sake of clarity all of the above documents are referred to as "Digital Documents". You acknowledge that once Digital Documents are uploaded/mailed by the Company at your email address registered with it, it shall be deemed to have been received by you and hence there will be no further requirement on the part of the Company to send the same physically in the paper based format. You hereby acknowledge that you have read and understood the following points governing issuance of the Digital Document by the Company:
- (a) For the purpose of the above, the email address used would be the same as provided by you at the time of Account opening. Any change in the email address shall be immediately intimated by you to the Company by editing us your profile information through the Website.
 - (b) You shall access the digital documents electronically. You understand that it is your responsibility to review all such digital documents. All information contained therein shall be binding on you, if you do not object, either in writing or via electronic mail within 24 hours after any such documents are made available to you.
 - (c) You agree that, the Company fulfils its legal obligation to deliver to you any such document if sent via electronic delivery.
 - (d) You agree that the Company shall not be responsible for non-receipt of Document(s) sent via electronic delivery due to change in/incorrect email address provided by you for the purpose or for any other reason which inter alia include insufficient space in your inbox, technical reasons or malfunction of your computer system(s), server/internet connection etc. It shall be your responsibility to intimate the Company of any change in your e-mail account(s).
 - (e) The Company shall not be liable or responsible for any document or statement received from frauds or impostors or any consequences thereof.
 - (f) The Company shall not be liable for any problem, which arises at your computer network because of you receiving any such statement from the Company.
 - (g) You understand and agree that the Company shall be entitled to charge to you fees / charges for sending such Documents. Such fees and charges shall be intimated to you from time to time by the Company.
 - (h) You acknowledge and accept that the internet is not a fully secured or a protected medium of communication and provision of services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. You acknowledge and further accept that, as a result of such restraints or limitations, there are risks associated in using such means of communication including the congestion, breakdown,

interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of data and information. There are also other risks involved such as in the unauthorized access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including your personal data. You agree that the Company shall not be liable / responsible for such matters and resultant losses under any circumstances.

14. Disclosure of information

- 14.1. You hereby irrevocably agree and consent to the Company and/or the Website disclosing to or publishing with any agencies, bureaus, companies, firms, associations, corporate or unincorporated bodies and other persons including any outside agencies and credit bureaus (whether for its own use or for onward communication or disclosure by them to others) including but not limited to Credit Information Bureau Limited ("CIBIL") or any other agency authorized by Reserve Bank of India ("RBI") in this behalf, any information or details whatsoever concerning you including your accounts, your financial relationship and history with the Company, the manner of operation of the your account(s), the debit or credit balance in any and all your accounts, any default(s) by you, or any other financial relationship or Loans granted or to be granted to you and/or the identities, ages, addresses, telephone and fax numbers and other information of or relating to you (hereinafter collectively referred to as "Information"). You shall not hold the Company and/or the Website responsible for sharing and/or disclosing the Information now or in the future and also for any consequences suffered by you and/or others by reason thereof.
- 14.2. **You shall not hold the company responsible for promoting the nominee's details such as name, location and their stories on various social media networking platforms.**
- 14.3. **You shall also not hold the Company responsible for addition/modification of the story of the nominee.**
- 14.4. You undertake that CIBIL or any other agency so authorized may use/process the said information and data disclosed by the Company and/or the Website in the manner as may be deemed fit by them. CIBIL or any other agency so authorized may furnish for consideration the processed information, data and products thereof prepared by them to banks, financial institutions or other credit granters or registered users as may be specified by RBI in this behalf.

15. Waiver

- 15.1. Any failure on the part of the Company to require performance of any provision of these T&C shall not affect its right to full performance thereof at any time thereafter, and any waiver by the Company of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.

16. Assignment

- 16.1. You shall not assign or transfer any rights, obligations, or privileges that you have under these T&C, without the prior written consent of the Company. Subject to the foregoing, these T&C will be binding on the successors and permitted assignees of the Company. Any assignment or transfer in violation of this clause will be deemed null and void.

17. Third Parties

- 17.1. This Website may contain links to other websites of affiliate companies of the Company or controlled or offered by third parties, in order to help you find relevant services and/or products which may be of interest to you, quickly and easily. The

contents displayed or products / services offered on such linked websites or any quality of the products/ services are not endorsed, verified or monitored by the Company. The Company is also not responsible for the owners or operators of such websites or for any products or services they supply or for the contents of their websites and do not give or enter into any conditions, warranties, express or implied; or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external website to which this Website includes a link infringes the intellectual property rights of any third party).

17.2. You must comply with any applicable third party terms of agreement when using the Website (e.g. you must ensure that your use of the Website is not in violation of your Device agreement or any wireless data service agreement).

18. Severability

18.1. If any provision of these T&C or the Privacy Policy are held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of such T&C or relevant Privacy Policy, as the case may be, shall continue in full force and effect without the invalid, illegal or unenforceable provisions.

19. Interpretation:

19.1. Clause, headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of these T&C. Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa.

20. Disclaimer of agency

20.1. These T&C shall not be deemed to constitute any party hereto as the agent of any other party hereto. Nothing contained in these T&C or the Privacy Policy and no action taken by the parties hereunder shall be deemed to constitute a relationship of employer-employee or agency or of partnership between the parties.

21. Updates

21.1. The Company reserves the right to update the Website, in order to, inter alia, increase efficiency, optimize user interface, and add new facilities from time to time.

22. Governing Law

22.1. This Website and the T&C shall be governed by and construed in accordance with all applicable laws of India. All disputes arising out of or in connection with this T&C or use of this Website shall be submitted to the exclusive jurisdiction of the courts of Mumbai.

Contact Information

For queries regarding your Tata Capital Retail Loan, write to customercare@tatacapital.com

For queries regarding your Tata Capital Home Loan, write to customercare.housing@tatacapital.com